

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

FILED  
IN CLERK'S OFFICE  
2004 MAY 11 P 4:18

U.S. DISTRICT COURT  
DISTRICT OF MASS

BERNADINE T. GRIFFITH

Plaintiff,

v.

ONEBEACON INSURANCE COMPANY,  
ONEBEACON AMERICA INSURANCE  
COMPANY, MICHAEL A. SISTO, and  
KAREN ALLEN HOLMES

Defendants.

C.A. No. 03-CV-12573-EFH

Date: Wednesday, May 12, 2004  
Time: 2:00 p.m.  
Location: Courtroom 19, 7<sup>th</sup> floor  
Judge: The Honorable Edward F. Harrington

JOINT STATEMENT PURSUANT TO LOCAL RULE 16.1

Pursuant to Local Rule 16.1 of the United States District Court for the District of Massachusetts and in compliance with the Court's Order of March 24, 2004, Bernadine T. Griffith ("Griffith" or "Plaintiff") and OneBeacon Insurance Company ("OneBeacon"), OneBeacon America Insurance Company ("OneBeacon America"), Michael A. Sisto ("Sisto"), and Karen Allen Holmes ("Holmes") (collectively, "Defendants") (together with Griffith, the "parties"), hereby submit their Joint Statement in the above captioned matter.

**I. INTRODUCTION**

On December 22, 2003, Ms. Griffith filed a Verified Complaint and Demand for Jury Trial against Defendants. On December 30, 2003, Ms. Griffith filed an Amended

Verified Complaint and Demand for Jury Trial against Defendants. Ms. Griffith is seeking to recover damages for alleged violations of Title VII, the ADEA, and the ADA.

Defendants filed an Answer to Ms. Griffith's Amended Verified Complaint on March 15, 2004.

On March 24, 2004, the Honorable United States District Court Judge Edward F. Harrington issued a Notice of Scheduling Conference setting this case for a May 12, 2004 Scheduling Conference.

## **II. POSITION OF PLAINTIFF**

Plaintiff, Bernadine T. Griffith, seeks to recover damages from OneBeacon Insurance Company, et. al., for alleged violation of Title VII, ADEA, and ADA, as more fully stated in the "Nature of the Action" section of her Amended Verified Complaint.

## **III. POSITION OF DEFENDANTS**

Defendants deny Ms. Griffith's allegations. Specifically, Defendants contend that Ms. Griffith was released from employment by Commercial Union Insurance Company ("Commercial Union") due to excessive absences that interfered with her ability to successfully perform the requirements of her job. Despite continued warnings and attempts by Commercial Union to assist Ms. Griffith in complying with the demands of her position, Ms. Griffith continued to engage in excessive absenteeism. Ms. Griffith's inability to be present and perform her job lead to her dismissal.

#### **IV. JOINT DISCOVERY PLAN**

A. PHASE 1: For developing information required for a realistic assessment of the case:

1. By agreement of the parties, the parties will make initial disclosures on or before June 1, 2004.
2. All fact discovery will be completed by December 1, 2004.
3. Pursuant to Local Rule 26.1(c), the parties will be limited to ten (10) depositions for each side, not including expert depositions or third-party record custodian depositions.
4. The parties agree to comply with the discovery event limitations set forth in Local Rule 26.1(C).

B. PHASE 2: For developing information required to prepare for trial, if necessary:

1. Plaintiff will provide her expert witness disclosure to Defendants in accordance with Rule 26(a)(2) no later than January 15, 2005.
2. Defendants will provide their expert witness disclosure to Plaintiff in accordance with Rule 26(a)(2) no later than February 28, 2005.
3. The parties will complete depositions of experts by March 28, 2005.

#### **V. PROPOSED MOTION FILING SCHEDULE**

- A. The parties will file and serve motions for amendments to pleadings by December 6, 2004.
- B. The parties will file and serve Rule 56 motions by January 31, 2005.

- C. The parties will file and serve Oppositions to Rule 56 motions by February 21, 2005.

#### **VI. OUTLINE OF PROPOSED PRE-TRIAL SCHEDULE**

The parties propose that the Court hold the Final Pre-Trial Conference in May 2005.

#### **VII. TRIAL BY MAGISTRATE JUDGE**

The parties have conferred regarding the possibility of trial by a United States Magistrate Judge, and at this time, the parties consent to a trial by a United States Magistrate Judge.

#### **VIII. CERTIFICATION OF CONFERENCE**

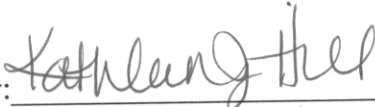
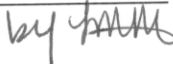
Executed certifications affirming that each party and party's counsel have conferred regarding the costs of litigation and alternatives to litigation and have conferred regarding alternative dispute resolution will be filed by each respective party under separate cover.

#### **XI. SETTLEMENT DEMAND**


Pursuant to Local Rule 16(c), the parties state that they have engaged in preliminary settlement discussions. The parties will be prepared to further discuss settlement at the Scheduling Conference.

Dated: May 11, 2004

KATHLEEN J. HILL  
Attorney for Plaintiff  
92 State Street, Suite 700  
Boston, MA 02109  
617-742-0457

By:   
Kathleen J. Hill, Esq. 

MORGAN, BROWN & JOY, LLP  
Attorneys for Defendants  
One Boston Place  
Boston, MA 02108  
617-523-6666

By:   
Keith B. Muntyan, Esq.  
Leah M. Moore, Esq.



UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

BERNADINE T. GRIFFITH

Plaintiff,

v.

ONEBEACON INSURANCE COMPANY,  
ONEBEACON AMERICA INSURANCE  
COMPANY, MICHAEL A. SISTO, and  
KAREN ALLEN HOLMES

Defendants.

FILED  
CLERKS OFFICE  
2004 MAY 11 P 4:18  
U.S. DISTRICT COURT  
DISTRICT OF MASS  
C.A. No. 03-CV-12573-EFH

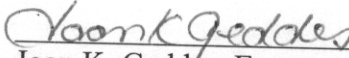
LOCAL RULE 16.1(D)(3) CERTIFICATION

Pursuant to United States District Court for the District of Massachusetts Local Rule 16.1(D)(3), Defendants OneBeacon Insurance Company, OneBeacon America Insurance Company, Michael A. Sisto, Karen Allen Holmes (collectively, "Defendants"), and their counsel, hereby certify that they have conferred with a view to establishing a budget for the costs of conducting the full course and various alternative courses of this litigation. In addition, Defendants and their counsel have conferred to consider the resolution of this litigation through the use of alternative dispute resolution programs. Defendants will be prepared to respond to whether they will agree to attempt to resolve this litigation by such a program at the Joint Scheduling Conference.

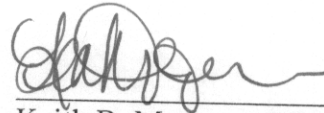
Respectfully submitted,

ONEBEACON INSURANCE CO.,  
ONEBEACON AMERICA  
INSURANCE CO.,  
MICHAEL A. SISTO, and  
KAREN ALLEN HOLMES

One Beacon Street  
Boston, MA 02108-3100


  
Joan K. Geddes, Esq.  
Counsel

And by their attorneys,



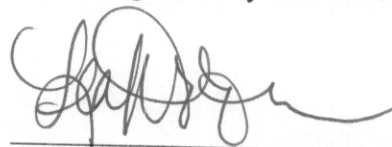
Keith B. Muntyan (BBO # 361380)  
Leah M. Moore (BBO # 658217)  
MORGAN, BROWN & JOY, LLP  
One Boston Place  
Boston, MA 02108  
617-523-6666

Dated:

May , 2004

#### CERTIFICATE OF SERVICE

I, Leah M. Moore, hereby certify that on this 11th day of May 2004, I caused a true and correct copy of the foregoing to be served via first class mail upon Kathleen J. Hill, Esq., Attorney for Plaintiff, Law Office of Kathleen J. Hill, 92 State Street, Suite 700, Boston, Massachusetts 02109, being the address designated by said attorney for service of all pleadings.



Leah M. Moore